

8353 SIERRA AVENUE
FONTANA, CA 92335

8353 SIERRA AVENUE
FONTANA, CA 92335

Confirming - No

VENDOR 00082335 FAX: 480-658-0734
TASER INTERNATIONAL
17800 NORTH 85TH STREET
SCOTTSDALE AZ 85255-9306

TO ATTN: RACHEL LOPEZ
purchasing@fontana.org

[illegible]

PURCHASING OFFICER

TERMS AND CONDITIONS

1. **PAYMENT.** Payments shall be made, upon submission of itemized invoices in Duplicate, of the prices stipulated here in for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant, when requested by the Vendor and approved by the Purchasing Agent. Terms are Net 30 Days.
2. **LICENSE.** All companies doing business in the City of Fontana are required to provide a valid City of Fontana business license prior to payment of any invoice(s) submitted.
3. **INSPECTION.** All materials and workmanship are subject to inspection and test by the City for compliance and specifications as included herein. In the event articles or services are defective or not in conformity with this order, the City shall have the right either to reject the items or require correction. Defective articles or services shall be removed from City premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor from responsibility for compliance with specifications. Final acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
4. **RESPONSIBILITY.** Unless otherwise specified, the Vendor shall be responsible for all items covered by this purchase order until delivered at the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.
5. **CHANGES.** This purchase order may at any time, by written order, be changed in regards to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangement, terms, or any other matter affecting a valid order. In the event such change causes an increase or decrease in the cost of performance hereunder, an equitable adjustment will be made for the cost thereof, subject to the approval of the Purchasing Agent, and written notice given therefore.
6. **VARIATIONS-QUANTITIES.** No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except in pursuance of written change order so authorizing and no change in cost shall be valid unless so ordered.
7. **TERMINATION.**

A. **Termination for Default:** Contract may be terminated by the City, in whole or in part, whenever the City shall determine that the Contractor has failed to meet the requirement(s) of the Contract.
The City has the right to terminate for default of:

1. The Contractor fails to make delivery of acceptable supplies in an acceptable manner within the time specified in the resultant Contract; or
2. The Contractor fails to satisfactorily perform any other term or condition of the resultant Contract; or
3. The Contractor fails to make progress so as to endanger timely performance of the Contract.

Any termination for default shall be effected by written notice to the contractor of the termination, specify the acts or omissions of the Contractor constituting the default and the effective dates of the termination.

The Contractor shall not be liable if the failure to perform the resultant Contract arises from the causes beyond the control and without the fault or negligence of the Contractor. The Contractor will be liable for default or any subcontractor, regardless of tier. However, if the cause is beyond the control of both the contractor and subcontractor and without the fault of either, the contractor will not be liable to the failure to perform, unless the supplies could have been obtained from the other sources in sufficient time for the Contractor to meet the required delivery schedule.

After termination for default, the City may acquire, under the terms and in the manner the Purchasing Services Agent considers appropriate, goods identical or similar to those required by the Contract, and the contractor will be liable to the City for the cost of those goods in excess of the unexpected Contract amount.

Upon termination of the contract, all finished or unfinished goods provided by the Contractor and not yet delivered, rendered and accepted by the City shall, at the City's option, become the City's property. The City shall pay the contractor fair and equitable compensation for satisfactory performance prior to delivery of notice of termination, less the amount of damages, caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall pay the difference to the City promptly upon demand. The Term "damages" as used in this paragraph includes, but is not limited to, attorney's fees.

If after termination it is found that the Contractor was not at default, or that the delayed was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph "B" below, entitled "Termination for Convenience."

The rights and remedies of the City described herein shall be addition to any other rights and remedies provided by law or under any other provision of the Contract.

B. **Termination for Convenience:** The contract may be terminated by the City, in whole or in part, whenever, the Purchasing Agent determines, in his sole discretion, that is in the City's best interests. Any such termination shall be effected by a written notice of termination to the Contractor specifying the extent to which the Contract is terminated and the effective date of the termination.

1. After receipt of a notice of termination and except as otherwise directed, the Contractor shall:

- a) Stop all performance on the date indicated and to the extent specified;
 - b) Place no further orders or subcontractors for materials, except as necessary for the completion of such portion(s) of the Contract not terminated.
 - c) Terminate any and all subcontractors' agreements and with the approval of the City, settle all outstanding liabilities and termination settlement proposal arising from the termination of subcontractors;
 - d) If directed by the City, transfer title and deliver to the City the Contractor's Work in Process, finished goods and other material produced or acquired, including any completed or partially completed plans, drawings, information and other property that, if the Contract had not been terminated, would be required to be furnished to the City. If the City does not exercise this right, the Contractor shall use his best efforts to sell such goods and materials in accordance with the provisions of Commercial Code Section 2706;
 - e) Complete performance of any portion of the Contract terminated;
 - f) Submit to the Purchasing Agent a termination claim in the form perceived by the Purchasing Agent. The Contractors shall not be reimbursed for and waives any right to receive anticipatory profits not earned up to the effective date of termination.
2. The Contractor shall be entitled to recover the following costs in a termination for convenience:
- a) The Contractor price for the completed goods accepted by the City but not previously paid for;
 - b) Costs already incurred in the performance of the portion of the Contract terminated;
 - c) The reasonable costs of settlement expenses for the portion of the Contract terminated; and
 - d) The cost of settling and paying any termination settlement proposals under terminated subcontractors that are properly chargeable to the terminated portion of the Contract.
3. In arriving at the amount due to the Contractor, the following shall be deducted:
- a) All unliquidated, advance or other payments to the Contractor under the terminated portion of the Contract; and
 - b) Any claim which the City has against the Contractor under the Contract or any other contract.

C. **Termination for Lack of Appropriation:** If funds are not appropriated or if funds are not otherwise made available to the City for continued performance of the Contract for any fiscal period covered by the Contract, the Contract shall be automatically terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not effect either the City's right nor the Contractor's rights under any other termination provision in the Contract. The effect of a termination of the resultant Contract under this subparagraph "C" will be to discharge both the City and the Contractor both to discharge both the City and the Contractor from further performance of the Contract, but not form their obligations existing at the time of termination. The Contractor shall be reimbursed for any non-recurring costs incurred but not amortized in the price of the goods delivered under the Contract.

8. **LIABILITY.** The City shall not be responsible for any damage that may accrue by reason of death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees or for damages to any property of the Vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of performance of this purchase order. The Vendor shall assume full responsibility for the defense or any claim arising under this purchase order and the Vendor shall save, keep, and bear harmless the City, all officers and employees thereof from all damages, costs, or expense, in law or in equity because of personal injury, property damages, or alleged or actual patent infringements based on the performance of this purchase order or asserted against it.
9. **DISPUTES.** All disputes concerning questions of fact which may arise under this purchase order, and not disposed of by mutual consent, shall be decided by the Purchasing Agent.
10. A copy of the freight bill MUST accompany invoices whenever freight charges are prepaid and added to invoice.
11. If, for any reason, an over-payment is made, we require prompt refund via your prompt refund via your property check, in order that we can expedite clearing of the overpayment through our accounting system.
12. The articles covered by this purchase order or contract must conform with safety order of the California Division of Industrial Safety.
13. This purchase order may be accepted by any means or part performance, provided Seller unqualifiedly agrees to all the terms and conditions appearing on the face hereof or added supplements hereto including those terms and conditions set forth on the purchase order. In the event Seller's acceptance proposed additional or different terms, such terms shall not be binding upon City of Fontana except to the extent City of Fontana gives its specific agreement in writing to such terms.

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 991-0791

Matt Kraut
(909) 356-7104
mkraut@fontana.org



Quotation

Quote: Q-62158-1
Date: 3/15/2016 5:00 PM
Quote Expiration:
Effective Date*: 3/31/2016
Contract Number: 00003543
Contract Expiration Date: 11/30/2019
AX Account Number: 107236

Ship To:
Matt Kraut
Fontana Police Dept. - CA
17005 Upland Avenue
Fontana, CA 92335
US

Bill To:
Fontana Police Dept. - CA
17005 Upland Avenue
Fontana, CA 92335
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brian Black	800-978-2737	bblack@taser.com	Fedex - Ground	Net 30

*These subscriptions have been prorated for the duration of the existing contract and will be up for renewal at the expiration date listed above.

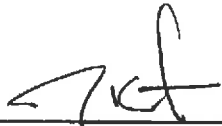
Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	44203	CARTRIDGE - 25' HYBRID	USD 28.31	USD 1,415.50	USD 0.00	USD 1,415.50
5	22010	PPM, BATTERY PACK, STANDARD, X2/X26P	USD 56.41	USD 282.05	USD 0.00	USD 282.05
Hardware Total Before Discounts:						USD 1,697.55
Hardware Net Amount Due:						USD 1,697.55
Subtotal						USD 1,697.55
Estimated Shipping & Handling Cost						USD 23.77
Estimated Tax						USD 135.81
Grand Total						USD 1,857.13

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement> 14. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork> 14. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:



Date:

3.16.16

Name (Print):

MATT KRAVT

Title:

SERGEANT

PO# (if needed):

Quote: Q-62158-1

Please sign and email to Brian Black at bblack@taser.com or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!

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CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CALIFORNIA 92335-3598

BANK OF AMERICA
16-66/1220

71235

CHECK DATE
04/12/16

CHECK NO.
71235

AMOUNT

\$*****1,857.13*

PAY THE SUM OF ONE THOUSAND, EIGHT HUNDRED FIFTY SEVEN DOLLARS &
13 CENTS

TO THE ORDER OF TASER INTERNATIONAL
P.O. BOX 29661
DEPARTMENT 2018
PHOENIX AZ 85038-9661

VOID AFTER 90 DAYS

⑈071235⑈ ⑆122000661⑆ 000244280249⑈

71235

VENDOR NO. 00082335

CHECK NO. 71235

ACCOUNT	PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
40216101 8013	160861	SI1433856	1,857.13	CARTRIDGE - 25" HYBRI

00082335 TASER INTERNATIONAL

**Remit Payment to:**

TASER International
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
sales@taser.com
www.taser.com

Invoice No SI1433856
Invoice date 3/31/2016
Page 1 of 1
Sales order SO160227701
Purchase order 160861
Your ref
Payment Net 30
Invoice account 107236
RMA number
Mode of delivery Fedex - Ground
Terms of delivery FOB Scottsdale

BILL TO:

FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335
USA

SHIP TO:

FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335
USA

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
44203	G	CARTRIDGE - 25' HYBRID	50.00	50.00	0.00	28.31	1,415.50
21010	A	PPM, BATTERY PACK, STANDARD, X2/X26P	5.00	5.00	0.00	56.41	282.05

Vendor #: 82335

P.O.#: 160861 Partial ☐ Complete ☒

Amount \$: 1,857.13

Account #: 40216101.8013

Approved By: Michelle Polank 4-4-16

Reviewed By: _____

4/4/16 RL

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions.

Payment due 04/30/2016

Sales Amount	1,697.55
Misc./Handling	0.00
Shipping Freight & Handling	23.77
Sales tax	135.81
Total	1,857.13
Amount received	0.00
BALANCE DUE	1,857.13

USD



TASER International
17800 N 85th Street
Scottsdale, AZ 85255
Ph: (480) 991-0797
Fax: (480) 991-0791
sales@taser.com
www.taser.com

Packing slip

Packing slip	PKG 696201
Ship date	3/31/2016
Page	1 of 1
Sales order	SO160227701
Customer account	107236
Purchase order	160861
Your ref.	
Sales rep	
Ship Via	Fedex - Ground
Terms of delivery	FOB Scottsdale (No Charge or Manual Charge)

Bill to:

FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335
USA

Ship to:

FONTANA POLICE DEPT
ATTN: FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335
USA

Item number	Revision	Description	Qty Ordered	UOM	Qty Shipped
44203	G	CARTRIDGE - 25' HYBRID	50.00	EA	50.00
22010	A	PPM, BATTERY PACK, STANDARD, X2/X26P	5.00	EA	5.00

Please notify TASER International within 10 days from receipt of shipment regarding any shipping discrepancies.

Box	0001			
Item id	22010	PPM, BATTERY PACK, STANDARD, X2/X26P	Quantity	5.00
Box	0002			
Item id	44203	CARTRIDGE - 25' HYBRID	Quantity	50.00

C4105C0PH, C4105C6TN, C4105C6W2, C4105C6XC, C4105C6YC, C4105C6YR, C4105C71H, C4105C733, C4105C73W, C4105C75W, C4105C7CF, C4105C7MN, C4105C8FE, C4105C8FR, C4105C8H6, C4105C8H7, C4105C8H9, C4105C8HR, C4105C8K8, C4105C8KT, C4105C8MA, C4105C92X, C4105C939, C4105C93C, C4105C97K, C4105CF19, C4105CF30, C4105CF6C, C4105CF86, C4105CFEA, C4105CT6C, C4105CWYT, C4105CX2D, C4105CX2P, C4105CX3C, C4105CX56, C4105CX5M, C4105CXH0, C4105CXVK, C4105CY41, C4105D761, C4105D9C1, C4105DE27, C4105DE58, C4105DEA0, C4105DEEY, C4105DEHF, C4105DFMD, C4105DFW1, C4105DH22

Total Quantity Ordered

55

Total Quantity Shipped

55

AI

CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CALIFORNIA 92335-3598

BANK OF AMERICA
16-66/1220

75035

CHECK DATE
09/27/16

CHECK NO.
75035

AMOUNT

\$*****1,548.57*

Pay THE SUM OF ONE THOUSAND, FIVE HUNDRED FORTY EIGHT DOLLARS &
57 CENTS

TO THE ORDER OF TASER INTERNATIONAL
P.O. BOX 29661
DEPARTMENT 2018
PHOENIX AZ 85038-9661

VOID AFTER 90 DAYS

⑈075035⑈ ⑆122000661⑆ 000244280249⑈

75035

VENDOR NO. 00082335

CHECK NO. 75035

ACCOUNT	PURCH ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
40216101 8010		SI1452301	1,548.57	CARTRIDGE/HYBRID

00082335 TASER INTERNATIONAL

**Remit Payment to:**

TASER International
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
sales@taser.com
www.taser.com

Invoice No SI1452301
Invoice date 9/15/2016
Page 1 of 1
Sales order 90160130197
Purchase order Q80514
Your ref
Payment Net 30
Invoice account 102425
RMA number
Mode of delivery Fedex - Ground
Terms of delivery FOB Scottsdale

BILL TO:

FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335
USA

SHIP TO:

FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335
USA

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
	G	CARTRIDGE 25' HYBRID	50.00	50.00	0.00	28.31	1,415.50

Vendor #: 82335

P.O.#: none Partial ☐ Complete ☒

Amount \$: 1,548.57

Account #: 40216101.0010

Approved By: Michael B. [Signature] 9.20.16

Reviewed By: _____

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions.

Payment due 10/15/2016

Sales Amount	1,415.50
Misc./Handling	0.00
Shipping Freight & Handling	19.87
Sales tax	113.25
Total	1,548.57
Amount received	0.00
BALANCE DUE	1,548.57 USD



TASER International
17800 N 85th Street
Scottsdale, AZ 85255
Ph: (480) 991-0797
Fax: (480) 991-0791
sales@taser.com
www.taser.com

Packing slip

Packing slip	PKG 719566
Ship date	9/15/2016
Page	1 of 1
Sales order	SO160260397
Customer account	107236
Purchase order	Q80514
Your ref.	
Sales rep	
Ship Via	Fedex - Ground
Terms of delivery	FOB Scottsdale (No Charge or Manual Charge)

Bill to:

FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335
USA

Ship to:

FONTANA POLICE DEPT
ATTN: MATT KRAUT
17005 UPLAND AVE
FONTANA, CA 92335
USA

Item number	Revision	Description	Qty Ordered	UOM	Qty Shipped
44203	G	CARTRIDGE - 25' HYBRID	50.00	EA	50.00

Please notify TASER International within 10 days from receipt of shipment regarding any shipping discrepancies.

Box 0001

Item id	44203	CARTRIDGE - 25' HYBRID	Quantity	50.00
C4105VXXM, C4105VXKN, C4105VXN2, C4105VXPP, C4105VXTD, C4105VXVK, C4105VXWE, C4105VXYM, C4105W2TM, C4105W6CR, C4105W6D0, C4105W6D4, C4105W6KF, C4105W6KH, C4105W6KM, C4105W6KP, C4105W6M3, C4105W6MC, C4105W6MP, C4105W6MX, C4105W6N3, C4105W6NK, C4105W6NT, C4105W6PC, C4105W6R9, C4105W6RA, C4105W6RD, C4105W6RF, C4105W6RK, C4105W6RR, C4105W6RW, C4105W6T5, C4105W6TK, C4105W6TY, C4105W6WC, C4105W6XK, C4105W6XW, C4105W70H, C4105W70K, C4105W70V, C4105W70Y, C4105W715, C4105W717, C4105W71Y, C4105W73D, C4105W73E, C4105W77B, C4105W77E, C4105W77Y, C4105WEY7				

Total Quantity Ordered

50

Total Quantity Shipped

50

AI

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480-991-0791

Matt Kraut
(909) 356-7104
mkraut@fontana.org



Quotation

Quote: Q-80514-2
Date: 9/6/2016 9:36 AM
Quote Expiration:
Contract Start Date*: 8/17/2016
Contract Term: 1 year

AX Account Number:
107236

Bill To:
Fontana Police Dept. - CA
17005 Upland Avenue
Fontana, CA 92335
US

Ship To:
Matt Kraut
Fontana Police Dept. - CA
17005 Upland Avenue
Fontana, CA 92335
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brian Black	800-978-2737	bblack@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	44203	CARTRIDGE - 25' HYBRID	USD 28.31	USD 1,415.50	USD 0.00	USD 1,415.50
Hardware Total Before Discounts:						USD 1,415.50
Hardware Net Amount Due:						USD 1,415.50

Subtotal	USD 1,415.50
Estimated Shipping & Handling Cost	USD 19.82
Estimated Tax	USD 113.25
Grand Total	USD 1,548.57

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Rafael Lopez

Date:

9-6-16

Name (Print):

Rafael Lopez

Title:


Admin Tech.

PO# (if needed):

Quote: Q-80514-2

Please sign and email to Brian Black at bblack@taser.com or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and  are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
© 2013 TASER International, Inc. All rights reserved.

CITY OF FONTANA8353 SIERRA AVENUE
FONTANA, CA 92335**REMITTANCE TO ACCOUNTS PAYABLE**8353 SIERRA AVENUE
FONTANA, CA 92335**PURCHASE ORDER NO. 170494**

PAGE NO. 1

Confirming - No

rdillon@taser.com

V
E
N
D
O
R

00082335 FAX: 480-658-0734

TASER INTERNATIONAL

17800 NORTH 85TH STREET

SCOTTSDALE AZ 85255-9306

S
H
I
P

T
O

FONTANA POLICE DEPARTMENT

17005 UPLAND AVENUE

FONTANA, CA 92335-3528

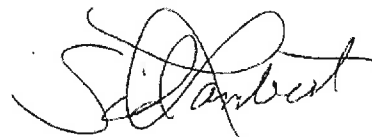
ATTN: RACHEL LOPEZ

purchasing@fontana.org

ORDER DATE: 10/12/16		BUYER: SGT. SNYDER		REQ. NO.: 0		REQ. DATE:	
TERMS: NET 30 DAYS			F.O.B.: DESTINATION		DESC.: TASERS		
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
For the purchase of five (5) Taser X26P devices for the Police Department. All items on quote to be included in price, including 4 year warranty. Per quote #Q-85622-3 dated on 10/10/2016.							
Reference Sole Manufacturer Letter and Certification							
01	5.00		HANDLE, YELLOW, CLASS III, X26P		931.4500	4,657.25	
02	5.00		HOLSTER, BLACKHAWK, RIGHT, X26P		55.1100	275.55	
03	10.00		XPPM, BATTERY PACK, X26P		65.7200	657.20	
04	50.00		CARTRIDGE - 25" HYBRID		28.3100	1,415.50	
05	10.00		XDPM BATTERY PK ASSEMBLED		43.4200	434.20	
06	5.00		WARRANTY, 4 YEAR, X26P		287.6800	1,438.40	
07	1.00		ESTIMATED SHIPPING & HANDLING COST		37.9600	37.96	
08	1.00		SALES TAX @ 8%		595.2000	595.20	
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$		9,511.26
					TOTAL \$		9,511.26
01	40216101	8013	4,657.25				
02	40216101	8013	275.55				
03	40216101	8013	657.20				
04	40216101	8013	1,415.50				
05	40216101	8013	434.20				
06	40216101	8013	1,438.40				
07	40216101	8013	37.96				
08	40216101	8013	595.20				

VENDOR COPY**APPROVED BY**

PURCHASING OFFICER



TERMS AND CONDITIONS

1. **PAYMENT.** Payments shall be made, upon submission of itemized invoices in Duplicate, of the prices stipulated here in for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant, when requested by the Vendor and approved by the Purchasing Agent. Terms are Net 30 Days.
2. **LICENSE.** All companies doing business in the City of Fontana are required to provide a valid City of Fontana business license prior to payment of any invoice(s) submitted.
3. **INSPECTION.** All materials and workmanship are subject to inspection and test by the City for compliance and specifications as included herein. In the event articles or services are defective or not in conformity with this order, the City shall have the right either to reject the items or require correction. Defective articles or services shall be removed from City premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor from responsibility for compliance with specifications. Final acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
4. **RESPONSIBILITY.** Unless otherwise specified, the Vendor shall be responsible for all items covered by this purchase order until delivered at the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.
5. **CHANGES.** This purchase order may at any time, by written order, be changed in regards to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangement, terms, or any other matter affecting a valid order. In the event such change causes an increase or decrease in the cost of performance hereunder, an equitable adjustment will be made for the cost thereof, subject to the approval of the Purchasing Agent, and written notice given therefore.
6. **VARIATIONS-QUANTITIES.** No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except in pursuance of written change order so authorizing and no change in cost shall be valid unless so ordered.
7. **TERMINATION.**

A. **Termination for Default:** Contract may be terminated by the City, in whole or in part, whenever the City shall determine that the Contractor has failed to meet the requirement(s) of the Contract. The City has the right to terminate for default of:

1. The Contractor fails to make delivery of acceptable supplies in an acceptable manner within the time specified in the resultant Contract; or
2. The Contractor fails to satisfactorily perform any other term or condition of the resultant Contract; or
3. The Contractor fails to make progress so as to endanger timely performance of the Contract.

Any termination for default shall be effected by written notice to the contractor of the termination, specify the acts or omissions of the Contractor constituting the default and the effective dates of the termination.

The Contractor shall not be liable if the failure to perform the resultant Contract arises from the causes beyond the control and without the fault or negligence of the Contractor. The Contractor will be liable for default or any subcontractor, regardless of tier. However, if the cause is beyond the control of both the contractor and subcontractor and without the fault of either, the contractor will not be liable to the failure to perform, unless the supplies could have been obtained from the other sources in sufficient time for the Contractor to meet the required delivery schedule.

After termination for default, the City may acquire, under the terms and in the manner the Purchasing Services Agent considers appropriate, goods identical or similar to those required by the Contract, and the contractor will be liable to the City for the cost of those goods in excess of the unexpected Contract amount.

Upon termination of the contract, all finished or unfinished goods provided by the Contractor and not yet delivered, rendered and accepted by the City shall, at the City's option, become the City's property. The City shall pay the contractor fair and equitable compensation for satisfactory performance prior to delivery of notice of termination, less the amount of damages, caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall pay the difference to the City promptly upon demand. The Term "damages" as used in this paragraph includes, but is not limited to, attorney's fees.

If after termination it is found that the Contractor was not at default, or that the delayed was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph "B" below, entitled "Termination for Convenience."

The rights and remedies of the City described herein shall be addition to any other rights and remedies provided by law or under any other provision of the Contract.

B. **Termination for Convenience:** The contract may be terminated by the City, in whole or in part, whenever, the Purchasing Agent determines, in his sole discretion, that is in the City's best interests. Any such termination shall be effected by a written notice of termination to the Contractor specifying the extent to which the Contract is terminated and the effective date of the termination.

1. After receipt of a notice of termination and except as otherwise directed, the Contractor shall:

- a) Stop all performance on the date indicated and to the extent specified;
- b) Place no further orders or subcontractors for materials, except as necessary for the completion of such portion(s) of the Contract not terminated.
- c) Terminate any and all subcontractors' agreements and with the approval of the City, settle all outstanding liabilities and termination settlement proposal arising from the termination of subcontractors;
- d) If directed by the City, transfer title and deliver to the City the Contractor's Work in Process, finished goods and other material produced or acquired, including any completed or partially completed plans, drawings, information and other property that, if the Contract had not been terminated, would be required to be furnished to the City. If the City does not exercise this right, the Contractor shall use his best efforts to sell such goods and materials in accordance with the provisions of Commercial Code Section 2706;
- e) Complete performance of any portion of the Contract terminated;
- f) Submit to the Purchasing Agent a termination claim in the form perceived by the Purchasing Agent. The Contractors shall not be reimbursed for and waives any right to receive anticipatory profits not earned up to the effective date of termination.

2. The Contractor shall be entitled to recover the following costs in a termination for convenience:

- a) The Contractor price for the completed goods accepted by the City but not previously paid for;
- b) Costs already incurred in the performance of the portion of the Contract terminated;
- c) The reasonable costs of settlement expenses for the portion of the Contract terminated; and
- d) The cost of settling and paying any termination settlement proposals under terminated subcontractors that are properly chargeable to the terminated portion of the Contract.

3. In arriving at the amount due to the Contractor, the following shall be deducted:

- a) All unliquidated, advance or other payments to the Contractor under the terminated portion of the Contract; and
- b) Any claim which the City has against the Contractor under the Contract or any other contract.

C. **Termination for Lack of Appropriation:** If funds are not appropriated or if funds are not otherwise made available to the City for continued performance of the Contract for any fiscal period covered by the Contract, the Contract shall be automatically terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not effect either the City's right nor the Contractor's rights under any other termination provision in the Contract. The effect of a termination of the resultant Contract under this subparagraph "C" will be to discharge both the City and the Contractor both to discharge both the City and the Contractor from further performance of the Contract, but not from their obligations existing at the time of termination. The Contractor shall be reimbursed for any non-recurring costs incurred but not amortized in the price of the goods delivered under the Contract.

8. **LIABILITY.** The City shall not be responsible for any damage that may accrue by reason of death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees or for damages to any property of the Vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of performance of this purchase order. The Vendor shall assume full responsibility for the defense or any claim arising under this purchase order and the Vendor shall save, keep, and bear harmless the City, all officers and employees thereof from all damages, costs, or expense, in law or in equity because of personal injury, property damages, or alleged or actual patent infringements based on the performance of this purchase order or asserted against it.
9. **DISPUTES.** All disputes concerning questions of fact which may arise under this purchase order, and not disposed of by mutual consent, shall be decided by the Purchasing Agent.
10. A copy of the freight bill MUST accompany invoices whenever freight charges are prepaid and added to invoice.
11. If, for any reason, an over-payment is made, we require prompt refund via your prompt refund via your property check, in order that we can expedite clearing of the overpayment through our accounting system.
12. The articles covered by this purchase order or contract must conform with safety order of the California Division of Industrial Safety.
13. This purchase order may be accepted by any means or part performance, provided Seller unqualifiedly agrees to all the terms and conditions appearing on the face hereof or added supplements hereto including those terms and conditions set forth on the purchase order. In the event Seller's acceptance proposed additional or different terms, such terms shall not be binding upon City of Fontana except to the extent City of Fontana gives its specific agreement in writing to such terms.



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

February 16, 2016

To: United States state, local and municipal law enforcement agencies

**Re: Sole Manufacturer Letter and Certification of USA Assembled for TASER International, Inc.'s
Conducted Electrical Weapons, on-Officer Cameras, and Evidence.com Digital Evidence Solutions**

TASER International, Inc. (TASER), is the sole manufacturer for TASER brand conducted electrical weapons (CEWs) and Axon brand camera products. TASER is also the sole developer and provider of Evidence.com Software as a Service product. This letter will also certify that TASER brand CEWs and Axon brand camera products are all USA assembled products.

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Executive Vice President, North American Sales
TASER International, Inc.

Axon, Evidence.com, TASER, and Ⓢ are trademarks of TASER International, Inc., some of which are registered in the US and other countries. For more information, visit www.taser.com/legal. All rights reserved. © 2016 TASER International, Inc.

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 360-7713



Scott Snyder
1-909-350-7700
ssnyder@fontana.org

Quotation

Quote: Q-85622-3

Date: 10/10/2016 1:41 PM

Quote Expiration: 12/31/2016

Contract Start Date*: 10/3/2016

Contract Term: 1 year

AX Account Number:

107236

Bill To:
Fontana Police Dept. - CA
17005 Upland Avenue
Fontana, CA 92335
US

Ship To:
Scott Snyder
Fontana Police Dept. - CA
17005 Upland Avenue
Fontana, CA 92335
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Joseph Marioni	(480) 515-6328	jmarioni@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	11003	HANDLE, YELLOW, CLASS III, X26P	USD 931.45	USD 4,657.25	USD 0.00	USD 4,657.25
5	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 55.11	USD 275.55	USD 0.00	USD 275.55
10	11010	XPPM, BATTERY PACK, X26P	USD 65.72	USD 657.20	USD 0.00	USD 657.20
50	44203	CARTRIDGE - 25' HYBRID	USD 28.31	USD 1,415.50	USD 0.00	USD 1,415.50
10	26701	XDPM BATTERY PK ASSEMBLED	USD 43.42	USD 434.20	USD 0.00	USD 434.20
Hardware Total Before Discounts:						USD 7,439.70
Hardware Net Amount Due:						USD 7,439.70

Extended Warranties

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	11004	WARRANTY, 4 YEAR, X26P	USD 287.68	USD 1,438.40	USD 0.00	USD 1,438.40
Extended Warranties Total Before Discounts:						USD 1,438.40
Extended Warranties Net Amount Due:						USD 1,438.40

Subtotal	USD 8,878.10
Estimated Shipping & Handling Cost	USD 37.96
Estimated Tax	USD 595.20
Grand Total	USD 9,511.26

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Name (Print): _____ PO# (if needed): _____	Date: _____ Title: _____
--	---

Quote: Q-85622-3

Please sign and email to Joseph Marioni at jmarioni@taser.com or fax to (480) 360-7713

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
 © 2013 TASER International, Inc. All rights reserved.

CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CALIFORNIA 92335-3598

BANK OF AMERICA
16-66/1220

75766

CHECK DATE
11/01/16

CHECK NO.
75766

AMOUNT

\$*****9,511.26*

PAY THE SUM OF NINE THOUSAND, FIVE HUNDRED ELEVEN DOLLARS & 26
CENTS

TO THE ORDER OF TASER INTERNATIONAL
P.O. BOX 29661
DEPARTMENT 2018
PHOENIX AZ 85038-9661

VOID AFTER 90 DAYS

⑈075766⑈ ⑆122000661⑆ 000244280249⑈

75766

VENDOR NO. 00082335

CHECK NO. 75766

ACCOUNT	PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
40216101 8013	170494	SI1456374	9,511.26	CARTRIDGE - 25" HYBRI

00082335 TASER INTERNATIONAL

**Remit Payment to:**

TASER International
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
sales@taser.com
www.taser.com

ORIGINAL
COPY/DUPLICATE

OCT 25 2016

ACCOUNTS PAYABLE

Rachel

Invoice No SI1456374
Invoice date 10/18/2016
Page 1 of 1
Sales order SO160267272
Purchase order 170494
Your ref
Payment Net 30
Invoice account 107236
RMA number
Mode of delivery Fedex - Ground
Terms of delivery FOB Destination

BILL TO:

CITY OF FONTANA
ATTN: ACCOUNTS PAYABLE
8353 SIERRA AVE
FONTANA, CA 92335
USA

SHIP TO:

FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335
USA

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
26701	-	XDPM BATTERY PK ASSEMBLED	10.00	10.00	0.00	43.42	434.20
11003	-	HANDLE, YELLOW, CLASS III, X26P	5.00	5.00	0.00	931.45	4,657.25
11004	-	WARRANTY, 4 YEAR, X26P	5.00	5.00	0.00	287.68	1,438.40
11501	X1	HOLSTER, BLACKHAWK, RIGHT, X26P	5.00	5.00	0.00	55.11	275.55
11010	X1	XPPM, BATTERY PACK, X26P	10.00	10.00	0.00	65.72	657.20
44203	-	CARTRIDGE - 25' HYBRID	50.00	50.00	0.00	28.31	1,415.50

Vendor #:

82335

P.O.#:

170494

Partial ☐ Complete ☒

Amount \$:

9,511.26

Account #:

40216101. 8013

Approved By:

Michelle Polank 10-26-16

Reviewed By:

[Signature]

*10/26/16
pr*

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions.

Payment due 11/17/2016

Sales Amount	8,878.10
Misc./Handling	0.00
Shipping Freight & Handling	37.96
Sales tax	595.20
Total	9,511.26
Amount received	0.00
BALANCE DUE	9,511.26 USD



Packing slip	PKG 724915
Ship date	10/18/2016
Page	1 of 1
Sales order	SO160267272
Customer account	107236
Purchase order	170494
Your ref.	
Sales rep	
Ship Via	Fedex - Ground
Terms of delivery	FOB Destination (No Chg/Manual Chg - ownership cust dock)

CITY OF FONTANA
ATTN: ACCOUNTS PAYABLE
8353 SIERRA AVE
FONTANA, CA 92335
USA

FONTANA POLICE DEPT
ATTN: RACHEL LOPEZ
17005 UPLAND AVE
FONTANA, CA 92335
USA

Please notify TASER International within 10 days from receipt of shipment regarding any shipping discrepancies.

Item id	11003	HANDLE, YELLOW, CLASS III, X26P	Quantity	5.00
<i>X13004KKN, X13004KNE, X13004KNE, X13004KPB, X13004KPD</i>				
Item id	11004	WARRANTY, 4 YEAR, X26P	Quantity	5.00
Item id	11010	XPPM, BATTERY PACK, X26P	Quantity	10.00
Item id	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	Quantity	5.00
Item id	26701	XDPM BATTERY PK ASSEMBLED	Quantity	10.00
Item id	44203	CARTRIDGE - 25' HYBRID	Quantity	50.00

C4105XP1K, C4105XP28, C4105XP2I, C4105XP4N, C4105XP4V, C4105XP5A, C4105XP6E, C4105XP69, C4105XP6E, C4105XP6H, C4105XP6V, C4105XP6W, C4105XP74, C4105XP76, C4105XP7V, C4105XP83, C4105XP8C, C4105XP8N, C4105XP93, C4105XP95, C4105XP99, C4105XP9E, C4105XP9H, C4105XP9R, C4105XP9T, C4105XP9W, C4105XP9Y, C4105XPAR, C4105XPCA, C4105XPCE, C4105XPD3, C4105XPDM, C4105XPDT, C4105XPDW, C4105XPDY, C4105XPE1, C4105XPE6, C4105XPEF, C4105XPF1, C4105XPF7, C4105XPK3, C4105XPM2, C4105XPM6, C4105XPMH, C4105XPMX, C4105XPN3, C4105XPNV, C4105XPNW, C4105XPP8, C4105XPTT

A1

CITY OF FONTANA8353 SIERRA AVENUE
FONTANA, CA 92335**REMITTANCE TO ACCOUNTS PAYABLE**8353 SIERRA AVENUE
FONTANA, CA 92335**PURCHASE ORDER NO. 170651**

PAGE NO. 1

Confirming - No

rdillon@taser.com

VENDOR
00082335 FAX: 480-658-0734
TASER INTERNATIONAL, INC
17800 NORTH 85TH STREET
SCOTTSDALE AZ 85255-9306

SHIP TO
INFORMATION TECHNOLOGY - POLICE
POLICE DEPARTMENT BUILDING
17005 UPLAND AVENUE
FONTANA, CA 92335-3528
ATTN: PWARNER@FONTANA.ORG
purchasing@fontana.org

ORDER DATE: 12/21/16		BUYER: PAMELA WARNER		REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		DESC.: BODYWRN CAMERA VIDEO STOR	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Bodyworn camera (evidence.com) and video storage maintenance and support.		
			Sales order: SO160274835		
01	800.00	EA	SNE PO0001052 BODYWRN CAMERA VIDEO STORAGE - TASER ANNUAL MAINTENANCE EVIDENCE.COM STORAGE ITEM NUMBER: 85035	.7500	600.00
02	5.00	EA	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT ITEM NUMBER: 85079	36.0000	180.00
03	5.00	EA	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT ITEM NUMBER: 85078	588.0000	2,940.00
04	200.00	EA	INCLUDED STORAGE, 40 GBS PER ULTIMATE LICENSE ITEM NUMBER: 85401	.0000	.00
05	1.00	EA	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT ITEM NUMBER: 89301	468.0000	468.00
06	30.00	EA	INCLUDED STORAGE, 30 GBS PER PRO LICENSE ITEM NUMBER: 85301	.0000	.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 4,188.00
					TOTAL \$
01	26111102	8039	600.00		
02	26111102	8039	180.00		
03	26111102	8039	2,940.00		
04	26111102	8039	.00		
05	26111102	8039	468.00		
06	26111102	8039	.00		
07	26111102	8039	249.60		

VENDOR COPY**APPROVED BY**

PURCHASING OFFICER



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 - c) Terminate any and all subcontractors' agreements and with the approval of the City, settle all outstanding liabilities and termination settlement proposal arising from the termination of subcontractors;
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 - b) Any claim which the City has against the Contractor under the Contract or any other contract.
 - C. **Termination for Lack of Appropriation:** If funds are not appropriated or if funds are not otherwise made available to the City for continued performance of the Contract for any fiscal period covered by the Contract, the Contract shall be automatically terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not effect either the City's right nor the Contractor's rights under any other termination provision in the Contract. The effect of a termination of the resultant Contract under this subparagraph "C" will be to discharge both the City and the Contractor both to discharge both the City and the Contractor from further performance of the Contract, but not from their obligations existing at the time of termination. The Contractor shall be reimbursed for any non-recurring costs incurred but not amortized in the price of the goods delivered under the Contract.
8. **LIABILITY.** The City shall not be responsible for any damage that may accrue by reason of death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees or for damages to any property of the Vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of performance of this purchase order. The Vendor shall assume full responsibility for the defense or any claim arising under this purchase order and the Vendor shall save, keep, and bear harmless the City, all officers and employees thereof from all damages, costs, or expense, in law or in equity because of personal injury, property damages, or alleged or actual patent infringements based on the performance of this purchase order or asserted against it.
9. **DISPUTES.** All disputes concerning questions of fact which may arise under this purchase order, and not disposed of by mutual consent, shall be decided by the Purchasing Agent.
10. A copy of the freight bill MUST accompany invoices whenever freight charges are prepaid and added to invoice.
11. If, for any reason, an over-payment is made, we require prompt refund via your prompt refund via your property check, in order that we can expedite clearing of the overpayment through our accounting system.
12. The articles covered by this purchase order or contract must conform with safety order of the California Division of Industrial Safety.
13. This purchase order may be accepted by any means or part performance, provided Seller unqualifiedly agrees to all the terms and conditions appearing on the face hereof or added supplements hereto including those terms and conditions set forth on the purchase order. In the event Seller's acceptance proposed additional or different terms, such terms shall not be binding upon City of Fontana except to the extent City of Fontana gives its specific agreement in writing to such terms.

8353 SIERRA AVENUE
FONTANA, CA 92335

8353 SIERRA AVENUE
FONTANA, CA 92335

PURCHASE ORDER NO. 170651

PAGE NO. 2

Confirming - No

rdillon@taser.com

VENDOR 00082335 FAX: 480-658-0734
TASER INTERNATIONAL, INC
17800 NORTH 85TH STREET
SCOTTSDALE AZ 85255-9306

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INFORMATION TECHNOLOGY - POLICE
POLICE DEPARTMENT BUILDING
17005 UPLAND AVENUE
FONTANA, CA 92335-3528

ATTN: PWARNER@FONTANA.ORG
purchasing@fontana.org

[illegible]

VENDOR COPY

APPROVED BY

PURCHASING OFFICER

TERMS AND CONDITIONS

1. **PAYMENT.** Payments shall be made, upon submission of itemized invoices in Duplicate, of the prices stipulated here in for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant, when requested by the Vendor and approved by the Purchasing Agent. Terms are Net 30 Days.
2. **LICENSE.** All companies doing business in the City of Fontana are required to provide a valid City of Fontana business license prior to payment of any invoice(s) submitted.
3. **INSPECTION.** All materials and workmanship are subject to inspection and test by the City for compliance and specifications as included herein. In the event articles or services are defective or not in conformity with this order, the City shall have the right either to reject the items or require correction. Defective articles or services shall be removed from City premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor from responsibility for compliance with specifications. Final acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
4. **RESPONSIBILITY.** Unless otherwise specified, the Vendor shall be responsible for all items covered by this purchase order until delivered at the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.
5. **CHANGES.** This purchase order may at any time, by written order, be changed in regards to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangement, terms, or any other matter affecting a valid order. In the event such change causes an increase or decrease in the cost of performance hereunder, an equitable adjustment will be made for the cost thereof, subject to the approval of the Purchasing Agent, and written notice given therefore.
6. **VARIATIONS-QUANTITIES.** No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except in pursuance of written change order so authorizing and no change in cost shall be valid unless so ordered.
7. **TERMINATION.**

A. **Termination for Default:** Contract may be terminated by the City, in whole or in part, whenever the City shall determine that the Contractor has failed to meet the requirement(s) of the Contract. The City has the right to terminate for default of:

1. The Contractor fails to make delivery of acceptable supplies in an acceptable manner within the time specified in the resultant Contract; or
2. The Contractor fails to satisfactorily perform any other term or condition of the resultant Contract; or
3. The Contractor fails to make progress so as to endanger timely performance of the Contract.

Any termination for default shall be effected by written notice to the contractor of the termination, specify the acts or omissions of the Contractor constituting the default and the effective dates of the termination.

The Contractor shall not be liable if the failure to perform the resultant Contract arises from the causes beyond the control and without the fault or negligence of the Contractor. The Contractor will be liable for default or any subcontractor, regardless of tier. However, if the cause is beyond the control of both the contractor and subcontractor and without the fault of either, the contractor will not be liable to the failure to perform, unless the supplies could have been obtained from the other sources in sufficient time for the Contractor to meet the required delivery schedule.

After termination for default, the City may acquire, under the terms and in the manner the Purchasing Services Agent considers appropriate, goods identical or similar to those required by the Contract, and the contractor will be liable to the City for the cost of those goods in excess of the unexpected Contract amount.

Upon termination of the contract, all finished or unfinished goods provided by the Contractor and not yet delivered, rendered and accepted by the City shall, at the City's option, become the City's property. The City shall pay the contractor fair and equitable compensation for satisfactory performance prior to delivery of notice of termination, less the amount of damages, caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall pay the difference to the City promptly upon demand. The Term "damages" as used in this paragraph includes, but is not limited to, attorney's fees.

If after termination it is found that the Contractor was not at default, or that the delayed was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph "B" below, entitled "Termination for Convenience."

The rights and remedies of the City described herein shall be addition to any other rights and remedies provided by law or under any other provision of the Contract.

B. **Termination for Convenience:** The contract may be terminated by the City, in whole or in part, whenever, the Purchasing Agent determines, in his sole discretion, that is in the City's best interests. Any such termination shall be effected by a written notice of termination to the Contractor specifying the extent to which the Contract is terminated and the effective date of the termination.

1. After receipt of a notice of termination and except as otherwise directed, the Contractor shall:

- a) Stop all performance on the date indicated and to the extent specified;
 - b) Place no further orders or subcontractors for materials, except as necessary for the completion of such portion(s) of the Contract not terminated.
 - c) Terminate any and all subcontractors' agreements and with the approval of the City, settle all outstanding liabilities and termination settlement proposal arising from the termination of subcontractors;
 - d) If directed by the City, transfer title and deliver to the City the Contractor's Work in Process, finished goods and other material produced or acquired, including any completed or partially completed plans, drawings, information and other property that, if the Contract had not been terminated, would be required to be furnished to the City. If the City does not exercise this right, the Contractor shall use his best efforts to sell such goods and materials in accordance with the provisions of Commercial Code Section 2706;
 - e) Complete performance of any portion of the Contract terminated;
 - f) Submit to the Purchasing Agent a termination claim in the form perceived by the Purchasing Agent. The Contractors shall not be reimbursed for and waives any right to receive anticipatory profits not earned up to the effective date of termination.
2. The Contractor shall be entitled to recover the following costs in a termination for convenience:
- a) The Contractor price for the completed goods accepted by the City but not previously paid for;
 - b) Costs already incurred in the performance of the portion of the Contract terminated;
 - c) The reasonable costs of settlement expenses for the portion of the Contract terminated; and
 - d) The cost of settling and paying any termination settlement proposals under terminated subcontractors that are properly chargeable to the terminated portion of the Contract.
3. In arriving at the amount due to the Contractor, the following shall be deducted:
- a) All unliquidated, advance or other payments to the Contractor under the terminated portion of the Contract; and
 - b) Any claim which the City has against the Contractor under the Contract or any other contract.

C. **Termination for Lack of Appropriation:** If funds are not appropriated or if funds are not otherwise made available to the City for continued performance of the Contract for any fiscal period covered by the Contract, the Contract shall be automatically terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not effect either the City's right nor the Contractor's rights under any other termination provision in the Contract. The effect of a termination of the resultant Contract under this subparagraph "C" will be to discharge both the City and the Contractor both to discharge both the City and the Contractor from further performance of the Contract, but not from their obligations existing at the time of termination. The Contractor shall be reimbursed for any non-recurring costs incurred but not amortized in the price of the goods delivered under the Contract.

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**Remit Payment to:**

TASER International
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
sales@taser.com
www.taser.com

Invoice

Invoice No SI1460746
Invoice date 11/28/2016
Page 1 of 1
Sales order SO160274835
Purchase order YEAR 3 BILLING
Your ref
Payment Net 30
Invoice account 107236
RMA number
Mode of delivery Customer Pickup
Terms of delivery FOB Scottsdale

BILL TO:

CITY OF FONTANA
ATTN: ACCOUNTS PAYABLE
8353 SIERRA AVE
FONTANA, CA 92335
USA

SHIP TO:

FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335
USA

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
85035		EVIDENCE.COM STORAGE	800.00	800.00	0.00	0.75	600.00
85079		TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	5.00	5.00	0.00	36.00	180.00
85078		ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	5.00	5.00	0.00	588.00	2,940.00
85401		INCLUDED STORAGE, 40 GBS PER ULTIMATE LICENSE	200.00	200.00	0.00	0.00	0.00
89301		PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	1.00	1.00	0.00	468.00	468.00
85301		INCLUDED STORAGE, 30 GBS PER PRO LICENSE	30.00	30.00	0.00	0.00	0.00

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions.

Sales Amount	4,188.00
Misc./Handling	0.00
Shipping Freight & Handling	0.00
Sales tax	249.60
Total	4,437.60
Amount received	0.00

BALANCE DUE 4,437.60 USD

Payment due 12/28/2016